

**AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTER OF ECONOMY OF THE REPUBLIC OF POLAND
CONCERNING
COOPERATION IN THE AREA OF COUNTERING THE PROLIFERATION
OF NUCLEAR MATERIALS AND TECHNOLOGIES**

The Department of Energy of the United States of America (DOE), as implementing agent of the Government of the United States of America, and the Minister of Economy of the Republic of Poland (MOE), as implementing agent of the Government of the Republic of Poland, hereinafter referred to jointly as the Parties,

Desiring to cooperate to counter the proliferation of weapons of mass destruction and technology, materials, and expertise related to such weapons, and

Noting the agreement effected by the exchange of notes between the Government of the United States of America and the Government of the Republic of Poland of September 8, 2009, concerning cooperation to transfer to the Russian Federation nuclear fuel that was supplied by the Union of Soviet Socialist Republics or Russian Federation and is stored in the Republic of Poland (the Framework Agreement),

Have agreed as follows:

ARTICLE 1

For purposes of this Agreement, "nuclear fuel" means fissile isotopes of uranium and all isotopes of plutonium contained in research reactor fuel assemblies, rods, control rods or subcomponents thereof; research and reactor target assemblies or sub-components thereof; and bulk materials intended for research or test purposes. These materials may be irradiated or unirradiated.

ARTICLE 2

1. In accordance with the terms of this Agreement, any DOE assistance shall be provided at no cost to the Government of the Republic of Poland, to transfer to the Russian Federation nuclear fuel that was supplied by the Union of Soviet Socialist Republics or Russian Federation and is stored in the Republic of Poland, and assist the Republic of Poland in the prevention of the possible proliferation of weapon-usable nuclear materials and technologies.
2. The MOE or Polish designated implementing agents shall have the obligation to use all materials (including supplies, equipment and instruments), training and services provided in accordance with this Agreement exclusively for the purpose of transferring to the Russian Federation nuclear fuel that was supplied by the Union of Soviet Socialist Republics or Russian Federation, and for preventing the possible proliferation of weapon-usable nuclear materials and technologies.
3. Unless the written consent of the DOE or its designated implementing agents has first been obtained, the MOE or Polish designated implementing agents shall not transfer title to, or possession or use of, any materials (including supplies, equipment and instruments), training and services provided in accordance with this Agreement other than to other ministries, authorities or institutions within the Government of the Republic of Poland.
4. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to the provisions of the Framework Agreement. In the event of any discrepancies between this Agreement and the Framework Agreement, the provisions of the Framework Agreement shall prevail.

ARTICLE 3

1. Each Party to this Agreement shall provide written notification to the other Party in the event its Government designates a different Minister (in the case of MOE) or a different department or agency (in the case of DOE) to implement this Agreement.
2. Each Party to this Agreement shall have the right, upon written notification to the other Party, to designate technical liaison representatives for materials (including supplies, equipment and instruments), training and services provided pursuant to this Agreement.

ARTICLE 4

1. The assistance cited in Article 2, Paragraph 1, includes activities related to the transfer to the Russian Federation of nuclear fuel from the MARIA and EWA research reactors in Otwock-Swierk that was supplied by the Union of Soviet Socialist Republics or Russian Federation.
2. This Agreement shall cover:
 - a) the provision of technical assistance, safety engineering services, planning and project management support pertaining to the implementation of any assistance provided under this Agreement; and
 - b) the provision of procurement and/or acquisition services, selection of subcontractors, contract and project management services, and the technical and administrative oversight of subcontractors during the preparation for and implementation of work under this Agreement.
3. Following conversion of the MARIA reactor from use of nuclear fuel containing uranium enriched to 20 % or more in the isotope U-235 (HEU) to use of fuel containing uranium enriched to less than 20% in the isotope U-235, the MOE or Polish designated implementing agents shall make available all fresh HEU for transfer to the Russian Federation before HEU spent nuclear fuel is transferred. HEU spent nuclear fuel can be transferred to the Russian Federation under this Agreement before the conversion of the MARIA reactor is completed.
4. Conditions of assistance provided under this Agreement shall be defined by separate contracts between DOE or its designated implementing agents and Polish designated implementing agents.
5. Pursuant to the terms of this Agreement, the DOE may, at its discretion, provide the MOE or Polish designated implementing agents with other types of assistance subject to the written agreement of both Parties.

ARTICLE 5

1. The MOE or Polish designated implementing agents shall coordinate with other appropriate Government of the Republic of Poland ministries, authorities, or institutions to ensure that materials (including supplies, equipment and instruments) provided to the Government of the Republic of Poland under this Agreement are afforded priority processing to allow prompt delivery to their ultimate destination within the Republic of Poland.
2. The MOE or Polish designated implementing agents shall coordinate with the appropriate Government of the Republic of Poland ministries, authorities or institutions to ensure that appropriate security measures are provided for United States Government personnel.

contractors and materials (including supplies, equipment, and instruments) at those facilities associated with work under this Agreement.

3. The MOE or Polish designated implementing agents shall facilitate the examination by the appropriate ministries, authorities, or institutions of the Government of the Republic of Poland of all materials (including supplies, equipment and instruments) received pursuant to this Agreement and provide confirmation to the DOE of their acceptability within ten days of receipt of the results of such examinations. The terms and conditions for repair or replacement of non-complying materials (including supplies, equipment and instruments) will be set forth in the contracts under which materials (including supplies, equipment and instruments) are provided under this Agreement.

ARTICLE 6

1. DOE representatives shall have the right to examine the use of any materials (including supplies, equipment and instruments), training or services provided in accordance with this Agreement, at sites of their location or use, and shall have the right to audit and examine all records or documentation related to the use of materials (including supplies, equipment and instruments), training and services provided in accordance with this Agreement.
2. DOE representatives shall have the right to monitor the implementation of contracts and the progress of work under this Agreement, at facilities in the territory of the Republic of Poland.

ARTICLE 7

This Agreement shall enter into force upon signature and shall remain in force for the duration of the Framework Agreement. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon at least 90 days prior written notification to the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Warsaw, in duplicate, this 11th day of September, 2009, in the English and Polish languages, each text being equally authentic.

FOR THE DEPARTMENT OF ENERGY OF
THE UNITED STATES OF AMERICA:

THE MINISTER OF ECONOMY OF THE
REPUBLIC OF POLAND:

